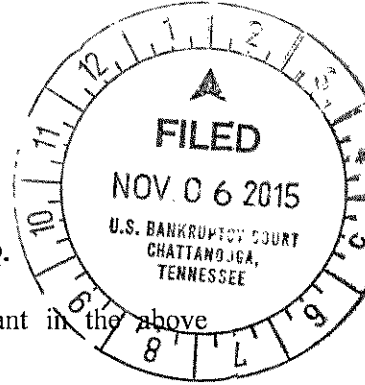


UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE, SOUTHERN DIVISION

In re:) Case No. 1:89-BK-11106-NWW
)
TENNESSEE CHEMICAL COMPANY,) Chapter 7
)
Debtor)

**APPLICATION FOR ORDER DIRECTING PAYMENT
OF FUNDS TO CREDITOR/CLAIMANTS PURSUANT TO
11 U.S.C. SECTION 347 AND 28 U.S.C. SECTIONS 2041 ET. SEQ.**

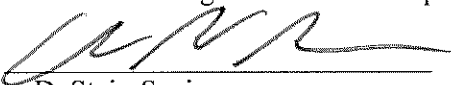


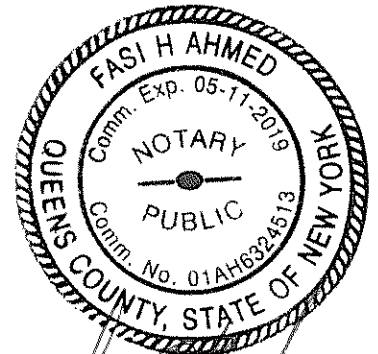
Commodities Trading International Corporation (the "Claimant"), a claimant in the above captioned case, respectfully requests as follows:

1. Claimant was a creditor of the Debtor and was due to receive and the trustee did, in fact, make a distribution from the estate to Claimant in the amount of \$109,563.26. The Claimant was not located and the check was voided on March 22, 2010 and the funds of the Claimant were paid into the Court pursuant to 11 U.S.C. § 347. Claimant was also due to receive a second dividend in the amount of \$22,573.95.
2. Claimant's claim was sold and assigned to Pioneer Funding Group, LLC pursuant to an Assignment of Claim Agreement.
3. Pursuant to 11 U.S.C. § 347 and chapter 129 of Title 28, United States Code, the Claimant requests that the Court issue an order directing payment to the Claimant and that payment be made in care of Pioneer Funding Group, LLC as set forth below.

WHEREFORE, Claimant requests that the Court issue an order directing payment of all funds in the approximate amount of \$132,137.21 held by the Court for the Claimant in this case and for such further and other relief as is just and appropriate.

Commodities Trading International Corporation

By: 
Adam D. Stein-Sapir
Pioneer Funding Group, LLC
Attorney-in-Fact
Greeley Square Station, PO Box 20188
New York, NY 10001
Tax ID: xx-xxx9072
646-237-6969

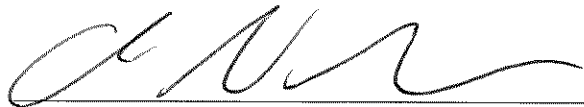


**CERTIFICATE OF SERVICE OF APPLICATION
ON U.S. ATTORNEY**

I hereby certify that on November 2, 2015, I have mailed a true and correct copy of the foregoing
APPLICATION FOR ORDER DIRECTING PAYMENT OF FUNDS TO
CREDITOR/CLAIMANTS PURSUANT TO 11 U.S.C. SECTION 347 AND 28 U.S.C.
SECTIONS 2041 ET. SEQ. to:

Office of the United States Attorney
Eastern District of Tennessee
1110 Market Street, Suite 301
Chattanooga, TN 37402

Dated: November 2, 2015



Adam D. Stein-Sapir, Managing Member
Pioneer Funding Group, LLC
Attorney-in-Fact for Commodities Trading
International Corporation

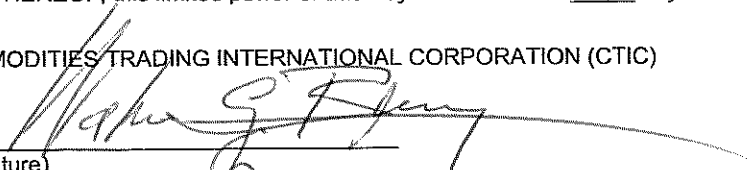
LIMITED POWER OF ATTORNEY

Debtor: Tennessee Chemical Company
Case No.: 1:89-bk-11106-NWW
Chapter: 7
Court: Eastern District of Tennessee
Collection amount (if known): \$132,137.21

Commodities Trading International Corporation (CTIC) ("Claimant") hereby irrevocably appoints Pioneer Funding Group, LLC ("Pioneer") as its true and lawful attorney with respect to actions relating to its claim or claims including any and all proofs of claim (the "Claim") against Tennessee Chemical Company (the "Debtor"), Debtor in proceedings in the United States Bankruptcy Court for the Eastern District of Tennessee, Case No. 89-11106. Claimant authorizes Pioneer to act in Claimant's name to demand, sue for, compromise and recover all such dividends and other amounts which now are, or may hereafter become due and payable for, or on account of the Claim. Claimant grants unto Pioneer full authority to do all things necessary to enforce and collect on the Claim.

IN WITNESS WHEREOF, this limited power of attorney is executed on 26 day of October, 2015.

COMMODITIES TRADING INTERNATIONAL CORPORATION (CTIC)


(Signature)

Nathan G. Berney
(Print Name)

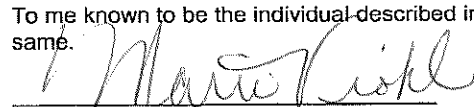
Vice Pres.
(Title)

Notary Signature and Seal:

State of NEW YORK }
County of ROCKLAND } SS}

On this 26th day of OCT, 2015, before me personally came NATHAN G. BERNEY

To me known to be the individual described in and who executed the foregoing instruments and acknowledge that he/she executed the same.


Notary Public

MARIE VIOHL
Notary Public, State of New York
Qualified in Rockland County

No. 01V16154647

My Commission Expires Oct. 23, 2018

Main Document Page 4 of 12
ASSIGNMENT OF CLAIM AGREEMENT

Assignor:

Commodities Trading International
Corporation (CTIC)
777 West Putnam Ave
Greenwich, CT 06830

Assignee:

Pioneer Funding Group, LLC
Greeley Square Station
PO Box 20188
New York, NY 10001

Purchase Price

\$

Assignment of Claim. Commodities Trading International Corporation (CTIC) and its successors ("Assignor"), for good and valuable consideration in the sum of \$ (the "Purchase Price"), does hereby absolutely and unconditionally sell, assign and transfer to Pioneer Funding Group, LLC ("Assignee", and together with Assignor, the "Parties"), all of Assignor's rights, title, interests, claims and causes of action in and to Assignor's claim or claims (the "Claim") against Tennessee Chemical Company (the "Debtor"), Debtor in Chapter 7 proceedings in the United States Bankruptcy Court for the Eastern District of Tennessee (the "Court"), Case No. 89-11106 (the "Proceedings"); and includes (i) any and all proofs of claim, (ii) all invoices and other documents evidencing or relating to the Claim; (iii) all of Assignor's right to receive principal, interest, penalties and other amounts, and (iv) all cash, instruments, proceeds and other property issued in respect of, or exchanged in return for, any of the foregoing. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Representations; Warranties and Covenants. Assignor further represents and warrants that (a) this Agreement has been duly authorized, executed and delivered by the Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; (b) this Agreement constitutes the valid, legal and binding agreement of Assignor; (c) no payment or distribution has been received by Assignor or on behalf of Assignor in full or partial satisfaction to the Claim; (d) Assignor has not previously sold, assigned, transferred or pledged the Claim, in whole or in part, to any third party; and (e) Assignor is the sole owner and has good title to the Claim. The Parties agree that the representations, warranties and covenants shall survive the closing. The Parties are aware that the Purchase Price received herein may differ both in kind and amount from any distributions ultimately made by the Court in the Proceedings.

Notices Received by Assignor; Further Cooperation. Assignor agrees to immediately forward to Assignee any and all notices received from Debtor, the Court or any third party regarding the Claim and to take such other action, with respect to the Claim, as Assignee may request from time to time. More specifically, Assignor shall take such further action as may be necessary to effect the transfer of the Claim and to direct any payments or distributions to Assignee, including execution of transfer powers and consents at Assignee's sole discretion. In the event Assignor receives any payments or distributions with respect to the Claim after the date hereof, Assignor agrees to accept the same as Assignee's agent and to deliver the same to Assignee in the same form received within 2 business days, together with any endorsements or documents necessary to transfer such property to Assignee.

Governing Law, Personal Jurisdiction and Service of Process. This Agreement shall be construed and the obligations of the Parties hereunder shall be determined in accordance with the laws of the State of New York without reference to any conflicts of law provisions. Any action arising under or relating to this Agreement must be brought in a State or Federal court located in New York County in the State of New York. Each party hereto consents to service of process by certified mail at its address listed above. Each party hereto irrevocably and unconditionally waives its right to trial by jury and consents to the jurisdiction of the courts located in the State of New York in any action to enforce, interpret or construe any provision of this Agreement.

Execution of Agreement. This Agreement shall become effective and valid when (a) Assignor executes this Agreement and it is received by Assignee and (b) the Agreement is executed by a proper representative of Assignee.

Miscellaneous. Each party expressly acknowledges and agrees that it is not relying upon any representations, promises, or statements, except to the extent that the same are expressly set forth in this Agreement, and that each party has the full authority to enter into this Agreement and that the individuals whose signatures appear below hereby expressly represent that they have the authority to bind the party for which they sign this Agreement. This Agreement (a) may not be modified, waived, changed or discharged, in whole or in part, except by an agreement in writing signed by the Parties; (b) constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof; and (c) supersedes all prior agreements, understandings and representations pertaining to the subject matter hereof, whether oral or written. This Agreement may be executed in counterparts and by telecopy, or other commonly acceptable form of electronic transmission, each of which shall be deemed an original and all of which taken together shall be deemed to constitute a single agreement. Failure or delay on the part of the Assignee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

IN WITNESS WHEREOF, the undersigned hereunto set its hand this 26 day of October, 2015.

Commodities Trading International Corporation (CTIC) ("Assignor")

Pioneer Funding Group, LLC ("Assignee")

By 
Signature
SignatureNathan G. Berney - Vice Pres.
Print Name and TitleAdam D. Stein-Sapir - Managing Member
Print Name and Title

Account number: **1598** ■ September 1, 2015 - September 30, 2015 ■ Page 1 of 4



PIONEER FUNDING GROUP LLC
GREELEY SQUARE STATION
PO BOX 20188
NEW YORK NY 10001-0006

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (348)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/business-plan-center.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input checked="" type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

The Wells Fargo Mobile App is now available in Spanish!

You can securely manage your finances virtually anytime, anywhere in Spanish.

Once you have downloaded the latest version of the Wells Fargo Mobile® App from Google Play or the Apple App Store, go to Mobile Settings and set your language preference to Spanish.

Activity summary

Beginning balance on 9/1

Deposits/Credits

Withdrawals/Debits

Ending balance on 9/30

Average ledger balance this period

Account number: **1598**

PIONEER FUNDING GROUP LLC

New York account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 026012881

For Wire Transfers use

Routing Number (RTN): 121000248

Adam Stein-Sapir
Managing Partner

Pioneer Funding Group, LLC

122 W. 27th Street, 10th Floor
New York, NY 10001
T 646-237-6969
C 917-856-6606
F 216-839-5330
adam@pfllc.com
www.PioneerFundingLLC.com

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Pioneer Funding Group, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P.....**

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Greeley Square Station, PO Box 20188

City, state, and ZIP code

New York, New York 10001

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

27 0259072

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

U.S. Bankruptcy Unclaimed Funds Locator

[Home](#) [About](#)

Creditors

2

Court

NED

Refined Search

Last Name		First Name	Case	Debtor Name	Amount
<input checked="" type="checkbox"/>	Commodities Trading International		89-11106	Tennessee Chemical ...	\$109,563.26
<input checked="" type="checkbox"/>	Commodities Trading International		89-11106	Tennessee Chemical ...	\$22,573.95

[First](#) [Prev](#) [Next](#) [Last](#)

110117	12/13/2012	Makowski & Company, Inc. c/o Scoggins, Ivy & Goodman, P.C. 225 Peachtree Street, N.E., Ste. 1700 Atlanta, GA	1,182.22
110118	12/13/2012	American Industries, Inc. P. O. Box 68 Masury, OH 44438	159.75
110120	12/13/2012	Grienell Corp. 3 Tyco Park Exitor, NH 03833	296.69
110130	12/13/2012	Lockwood Greene Engineers, Inc. Attn: Fred Brune 1500 International Dr. Spartanburg, SC 29303	1,802.81
110133	12/13/2012	Certanium Alloys & Research Co. Division of Premier Industrial Corp. 4500 Euclid Avenue Cleveland, OH 44103	19.23
110134	12/13/2012	Premier Fastner Company Division of Premier Industrial Corp. 4500 Euclid Avenue Cleveland, OH 44103	4.69
110143	12/13/2012	Rental Equipment Co. 1218 East 23 rd Street Chattanooga, TN 37408	64.55
110146	12/13/2012	Eutectic Corporation c/o Iron & Steel Board of Trade P. O. Drawer 279 Old Greenwich, CT 06870	215.68
110151	12/13/2012	Commodities Trading International Corporation (CTIC) 777 West Putnam Avenue Greenwich, CT 06830	22,573.95



Nathan G. Berney
Vice President

777 W. Putnam Avenue
Greenwich, CT 06830
U.S.A.

Telephone: (203) 531-0091
Telex: 6819998 CTI STEEL
Telefax: (203) 531-8002

November 2, 2015

United States Bankruptcy Court
Historic United States Courthouse
31 East 11th Street
Chattanooga, TN 37402-2722

Re: Application for Payment of Unclaimed Funds

To Whom It May Concern:

Attached please find a completed Application for Unclaimed Funds regarding:

Case Name: Tennessee Chemical Corporation
Case Number: 1:89-bk-11106-NWW
Case Type: Chapter 7
Original Claimant Name: Commodities Trading International Corporation

The following documents are attached:

Copy of Trustee's Report of Unclaimed Funds	X
Proof of identity of the owner of record	X
Proof of identity of the successor claimant	X
Applicant W-9	X
Completed Order	X
Application (notarized)	X
Documentation evidencing the transfer of claim	X
Limited Power of Attorney (notarized)	X

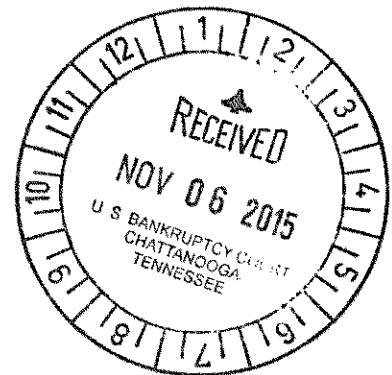
Please feel free to contact me with any questions.

Sincerely,



Adam D. Stein-Sapir
Managing Member

Office: (646) 237-6969
Cell: (917) 856-6606
Fax: (888) 907-3227
Email: adam@pflc.com



UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE, SOUTHERN DIVISION

In re:)	Case No. 1:89-bk-11106-NWW
)	
TENNESSEE CHEMICAL COMPANY,)	Chapter 7
)	
Debtor)	

**ORDER DIRECTING PAYMENT
OF FUNDS TO CREDITOR/CLAIMANTS**

On the application of Commodities Trading International Corporation (the "Claimant"), a claimant in the above captioned case for an order directing payment of funds held in the registry of the Court, the Court finds that the Claimant has noticed the United States Attorney as required by 28 U.S.C. § 2041 and directs that all funds held in the registry of the Court or paid in pursuant to 11 U.S.C. § 347 for the benefit of and waiting the request of the Claimant (in the approximate amount of \$132,137.21) be paid to it in care of Pioneer Funding Group, LLC, Greeley Square Station, PO Box 20188, New York, NY 10001.

###

Submitted by:

By: 

Adam D. Stein-Sapir
Pioneer Funding Group, LLC
Attorney-in-Fact
Greeley Square Station
PO Box 20188
New York, NY 10001
646-237-6969

LODGED 1130

NOV 6 2015

BY 

End of Order